



**GEOGRAPHIC DATA TECHNOLOGY, INC.
DEVELOPMENT LICENSE AGREEMENT**

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Authorized Purchasing Agent _____

6. **License Fee** Licensee's Authorized Purchasing Agent, FEDSIM, shall pay GDT the License Fee(s) as set forth in the attached Attachment A for the use of the Product(s). All fees under this Agreement are payable upon receipt of billing. fees outstanding more than thirty (30) days from their due date are subject to a 2% per month late fee charge.
7. **Termination** Upon termination for breach of the License Agreement, Licensee shall: (a) immediately return to GDT or destroy all copies of the Product(s) in its possession; (b) cease all use of the Product(s) or any derivation thereof; and (c) if requested, provide GDT with an affidavit signed by an officer attesting that the terms of this Termination clause have been met.
8. **Early Termination Fee.** Licensee may terminate a multi-year agreement before the established conclusion of the term of the Agreement. If Licensee elects to terminate, then Licensee shall pay GDT an Early Termination Fee of thirty-three percent (33%) of the outstanding balance due under this Agreement at the time of termination.
9. **Sales and Use Taxes** Licensee shall be solely responsible for any sales or use taxes which may be levied as a result of this Agreement.
10. **Governing Law** This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan.
11. **Publicity.** If either party wishes to issue a press release or engage in marketing activities in connection with the activities contemplated in this Agreement, such releases will be subject to prior review and written approval of the other party, which shall not be unduly withheld.
12. **Effective Date** The Effective Date of this Agreement is November 3, 2000.

GDT: Geographic Data Technology, Inc.

signature

Ilse R. Ramsey
(print or type name)

Vice President, Finance & Administration
title

date

Licensee: US Army Corps of Engineers

Donald R. Dressler

signature

Donald R. Dressler
(print or type name)

Deputy Chief, Engineering and Construction
title Division

9 Nov 00
date

Authorized Purchasing Agent: FEDSIM

signature

(print or type name)

title

date

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Licensee RDR 11/9/00

Authorized Purchasing Agent _____